

# Temple Baptist Church Community Yard Sale - Space Rental Agreement

THIS AGREEMENT, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, is by and between Temple Baptist Church (the "Owner"), and \_\_\_\_\_ (the "Renter," and collectively, the "Parties").

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Space Rental. Owner hereby permits Renter to use the designated Space only on the Event Date, during the hours specified below, and only for the purposes set forth in this Agreement.
2. Event Date(s). The Event shall be held on Saturday, June 15, 2013. Event will be open to the public 7:00 am to 1:00 pm. **Renters/Vendors may arrive at 6:30 am to set up their space.**
3. Fees. Renter shall pay to Owner a total fee of \$15 per space (the "Rental Fee") for the use of the Space. Renter may request a table rental for an additional \$5 (limited number of tables available.)
4. Weather Cancellations. If inclement weather prevents event from taking place on designated date, a partial refund of \$10 will be given. There will be NO refunds given for renters who are unable to participate on the planned date of the event.
5. Space specifications. Each rented space will consist of TWO marked parking spaces OR an approximate equivalent of space, to be specified by The Owner.
7. Indemnification. Renter hereby indemnifies and holds harmless Owner, its employees, officers, and directors from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.
8. Permitted Use. Renter is authorized pursuant to this agreement to use the Space to sell "yard sale" type items and/or home based business goods (i.e. Avon, Pampered Chef, etc), and for no other purpose. Temple Baptist Church Community Yard Sale is a FAMILY FRIENDLY event. Any items which may be offensive to this purpose must be removed from the space immediately upon request by Temple Baptist Church staff. Renter may not use the Space to sell food or drink items of any type, weapons, adult content items, produce or live animals.
10. External Items. Renter may bring their own tables, canopies and chairs permitting that ALL items fit within their designated rental space. All personal property, including unsold items, must be removed immediately upon the end of the event.
11. Revocation. Owner shall have the right to revoke the rental at any time prior to the Event Date. In the event that Owner revokes the rental prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement.
12. Assignment. Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.
13. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of North Carolina, without regard to conflicts of law principles.
14. Entire Agreement. This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or

written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

RENTER

Temple Baptist Church Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date